

EXHIBIT 77

Excerpts of Deposition of Shannon Knapp

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

Cung Le, Nathan Quarry, Jon)
Fitch, on behalf of)
themselves and all others)
similarly situated,)
)
Plaintiffs,)
)
v.) Lead Case No.
) 2:15-cv-01045-RFB-(PAL)
Zuffa, LLC, d/b/a Ultimate)
Fighting Championship and)
UFC,)
)
Defendant.)
_____)

CONFIDENTIAL

VIDEOTAPED DEPOSITION OF SHANNON KNAPP

KANSAS CITY, MISSOURI

April 11, 2017

9:13 a.m.

Reported By:
Kay Merley, RMR, CRR
Job No. 49614

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<p>50</p> <p>1 Q. On the Internet?</p> <p>2 A. Yeah.</p> <p>3 Q. So can you just tell me a little bit how you</p> <p>4 did that? Did Invicta have a website?</p> <p>5 A. Yeah, we streamed it live, yeah.</p> <p>6 Q. Okay. Is that the only way during that first</p> <p>7 year? Was that the only way people could</p> <p>8 access it?</p> <p>9 A. I tried later in the year, and it might have</p> <p>10 been 2013 before I tried it. I'd have to look</p> <p>11 at papers to be sure, but I tried to do some</p> <p>12 Internet where you purchase it, and we crashed</p> <p>13 every payroll server there was. We crashed</p> <p>14 Ustream, you know, and I always did the right</p> <p>15 thing. I'd always just give everybody their</p> <p>16 money back, let them watch it for free.</p> <p>17 We continued to build a brand. The</p> <p>18 brand is successful because it's built within</p> <p>19 the community. You know, we make people part</p> <p>20 of it.</p> <p>21 Q. I want to go back to -- I think you said --</p> <p>22 when I asked you what are the elements that</p> <p>23 makes -- that make Invicta successful, I think</p> <p>24 you said the product. Could you tell me what</p> <p>25 you mean by the product?</p>	<p>52</p> <p>1 but talent is the big deal.</p> <p>2 Q. Are any of Invicta's athletes ranked</p> <p>3 nationally, let's say?</p> <p>4 A. Yeah, of course. Of course, because I have</p> <p>5 divisions nobody else has, you know. Plus,</p> <p>6 there are some of my athletes that other</p> <p>7 promotions have those divisions and my</p> <p>8 athlete's still ranked.</p> <p>9 Q. Would you say that's part of Invicta's</p> <p>10 success, that it has top-ranked athletes?</p> <p>11 A. Well, honestly, I think we'd be successful</p> <p>12 regardless because I think we put on a great</p> <p>13 show. I think people are going to watch, you</p> <p>14 know. I mean, not all of my athletes are the</p> <p>15 top, top, top, you know. But they put on top</p> <p>16 performances, so that is the difference. I'm</p> <p>17 a little biased when it comes to Invicta,</p> <p>18 so...</p> <p>19 Q. Sure. Does Invicta ever co-promote with other</p> <p>20 MMA promoters?</p> <p>21 A. Co-promote? I don't attach other promoter's</p> <p>22 names to, you know, my billing, but do I do</p> <p>23 like -- there are certain promotions that have</p> <p>24 tournaments, you know, and I will give the</p> <p>25 winner a contract, so -- but I work with a lot</p>
<p>51</p> <p>1 A. You know, the passion that my athletes -- you</p> <p>2 know, I mean, when they step into the cage at</p> <p>3 Invicta, they come to fight. They come to</p> <p>4 win. They put on amazing performances, you</p> <p>5 know. A matchmaker can be -- you know, any</p> <p>6 match-up can look great on paper, but whoever</p> <p>7 steps into that cage, that's what makes it all</p> <p>8 go, you know, the performances, so I've been</p> <p>9 really blessed. I have great athletes. They</p> <p>10 love Invicta. They love the cause. They get</p> <p>11 behind it. They promote it. And we work, you</p> <p>12 know, to make it better.</p> <p>13 Q. And so is that something -- when you're</p> <p>14 looking for athletes to fight for Invicta,</p> <p>15 what do you look for?</p> <p>16 A. Everything. I mean, you look for, you know --</p> <p>17 you look for talent, of course, first and</p> <p>18 foremost for me. I'm looking for talent. I</p> <p>19 want the best of the best, you know. You</p> <p>20 know, after, you know, you find the talent, if</p> <p>21 you get lucky and blessed that, you know,</p> <p>22 they're incredibly marketable, they're an</p> <p>23 incredible just individual and they're active</p> <p>24 in their communities and they do great things,</p> <p>25 then that's just the added perks of things,</p>	<p>53</p> <p>1 of people, so -- I don't know that the</p> <p>2 co-promote word -- when you say co-promote, I</p> <p>3 think of a billing, you know, like, you know,</p> <p>4 you're doing an event, and both are getting a</p> <p>5 billing on the show. Does that make sense?</p> <p>6 Q. Both --</p> <p>7 A. I'm trying to define that. So, example, like,</p> <p>8 Invicta FC, you know, with -- let's use UFC --</p> <p>9 Invicta and UFC presents. That to me is what</p> <p>10 co-promoting -- that's what I think of when</p> <p>11 you say co-promoting, so I think of that. I</p> <p>12 just think of it, you know, two promotions in</p> <p>13 the billing is the idea.</p> <p>14 Q. Do you ever schedule bouts where an Invicta</p> <p>15 fighter fights a fighter who's under contract</p> <p>16 with another MMA promoter?</p> <p>17 A. I have, yeah.</p> <p>18 Q. How often would you say you've done that?</p> <p>19 A. How often? I mean, it's not standard. You</p> <p>20 know, I mean, typically I like to fight my own</p> <p>21 athletes that are signed to contracts to me,</p> <p>22 so it's not standard, you know. Maybe a</p> <p>23 couple times or so, something like that, a</p> <p>24 few.</p> <p>25 Q. Do you remember what promotions the athletes</p>

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<p style="text-align: right;">58</p> <p>1 so for me, you know, I -- it doesn't, you 2 know, up my profile of Invicta or anything 3 like that, but it does make a difference for 4 the women in the sport. I mean, it's not 5 putting more money in my bank account for 6 Invicta. It's not making us more lucrative, 7 so -- but does it -- I would be sending those 8 athletes anyway. It's just kind of like an 9 extended courtesy.</p> <p>10 Q. Okay.</p> <p>11 MR. RAYHILL: So I guess we're going 12 to go -- in terms of exhibit numbers, we'll 13 just start with Knapp 1. 14 (Deposition Exhibit 1 was marked for 15 identification.)</p> <p>16 A. Should have brought my glasses, huh?</p> <p>17 Q. (By Mr. Rayhill) Not all of them -- the print 18 is particularly small in this one.</p> <p>19 A. It's away -- it's like...</p> <p>20 MR. DURBIN: You want me to hold it?</p> <p>21 A. Not that bad, not that clear over there. So 22 this is an interview or something; right?</p> <p>23 MR. WIDNELL: Have you produced this 24 to us?</p> <p>25 MR. RAYHILL: No.</p>	<p style="text-align: right;">60</p> <p>1 Q. So I'd just like to talk about on the second 2 page, the third full paragraph starts with the 3 words "in keeping." And it says, "In keeping 4 with the goal of providing the best 5 opportunities possible, Knapp will work in 6 partnership with other promotions to ensure 7 that fighters are able to stay busy. Knapp 8 states that Invicta FC fighters will all be 9 paid a fair market value, but given that her 10 promotion will likely stick to four events per 11 year, she understands that that may not be 12 enough to get every fighter the fight that she 13 wants -- the fights, excuse me, that she wants 14 or needs."</p> <p>15 So there's -- first of all, this 16 paragraph is paraphrasing you, but is there 17 any reason to believe you didn't -- that it 18 misrepresents your position or 19 misrepresents -- misrepresented your position 20 at that time.</p> <p>21 MR. WIDNELL: Objection, foundation.</p> <p>22 A. So I think that when you read that paragraph, 23 I think that you definitely have to look at 24 the fact that I state, you know, I'm only 25 going to do about four events a year, so if I</p>
<p style="text-align: right;">59</p> <p>1 MR. WIDNELL: I was under the 2 understanding we produced documents that would 3 be used in depositions. Are you familiar with 4 that?</p> <p>5 MR. RAYHILL: I'm not familiar with 6 that. This is an article that I just had 7 downloaded from the Internet.</p> <p>8 MR. WIDNELL: I believe that we had 9 an understanding that we would produce those 10 to the other side before using them in 11 deposition. I'll just lodge the objection. 12 I'm not going to object to you using the 13 document.</p> <p>14 MR. RAYHILL: Fair enough. Fair 15 enough.</p> <p>16 Q. (By Mr. Rayhill) So this is an article that I 17 downloaded from the Internet. It's dated 18 February 17th, 2012.</p> <p>19 A. Okay.</p> <p>20 Q. Do you recall speaking for this interview?</p> <p>21 A. I mean, I do a lot of them, but, I mean, yeah, 22 I can look and see, yeah, this looks like 23 everything I'd say, probably.</p> <p>24 Q. No reason to think you didn't?</p> <p>25 A. Oh, yeah. I mean...</p>	<p style="text-align: right;">61</p> <p>1 sign talent, four events, I can't keep those 2 athletes busy, so, you know, that was my basis 3 for saying that, you know, I'm going to work 4 with other promotions, but I work with other 5 promotions anyway, so...</p> <p>6 Q. And so four events a year is not enough for a 7 fighter to --</p> <p>8 A. No, I mean, not if you have a lot of athletes. 9 And you have to remember, when I started 10 Invicta, I had a bunch of athletes that wanted 11 to fight. I mean, there's no way I could keep 12 athletes busy with four fights a year.</p> <p>13 Q. So in order to keep the -- get the athletes 14 enough fights, you would work with other 15 promotions?</p> <p>16 A. Yeah.</p> <p>17 Q. And Jewel was one of those promotions?</p> <p>18 A. In 2012, I think. I think that's when -- I'm 19 not sure in the beginning if we signed, like, 20 long-term contracts. You know, I'm not sure 21 if we signed -- we might have done -- maybe 22 the first couple shows we did one-offs, you 23 know, which would just be one fight, so I 24 would have to look back, but...</p> <p>25 Q. Okay. That's all. I'm finished with that</p>

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<p style="text-align: right;">62</p> <p>1 document.</p> <p>2 MR. WIDNELL: Kevin, could we go off</p> <p>3 the record just briefly?</p> <p>4 MR. RAYHILL: Absolutely.</p> <p>5 THE VIDEOGRAPHER: Stand by, please.</p> <p>6 Going off record at 10:23 a.m.</p> <p>7 (A recess was taken.)</p> <p>8 THE VIDEOGRAPHER: Here marks the</p> <p>9 beginning of Media 2. Resuming record at</p> <p>10 10:37 a.m.</p> <p>11 Q. (By Mr. Rayhill) Okay. Does Invicta have a</p> <p>12 relationship with -- strike that. Does</p> <p>13 Invicta have a financial relationship with</p> <p>14 Zuffa?</p> <p>15 A. What do you mean?</p> <p>16 Q. Well, let me make it a more general question.</p> <p>17 Does Invicta have a business relationship with</p> <p>18 Zuffa of any kind?</p> <p>19 A. Yes.</p> <p>20 Q. Can you tell me about that?</p> <p>21 A. Yes. We have a broadcast distribution deal</p> <p>22 with the UFC, which means that we air on UFC</p> <p>23 Fight Pass.</p> <p>24 Q. And how long have you had that arrangement</p> <p>25 with Zuffa?</p>	<p style="text-align: right;">64</p> <p>1 A. Oh, absolutely, once, yeah, one time.</p> <p>2 Q. Can you tell me when that was?</p> <p>3 A. It would be February of 2015, I believe.</p> <p>4 Q. And can you tell me about -- so can you tell</p> <p>5 me how much financial support they provided?</p> <p>6 A. They just covered an event, so I'd have to</p> <p>7 look at the figures, you know, to be exact,</p> <p>8 but I know they just covered an event, a full</p> <p>9 event once.</p> <p>10 Q. So when you say they covered the full event,</p> <p>11 do you mean they paid for all expenses related</p> <p>12 to that event?</p> <p>13 A. Yes.</p> <p>14 Q. Do you recall where the event was?</p> <p>15 A. Yes. At the Shrine in L.A.</p> <p>16 Q. The Shrine is the Shrine Auditorium?</p> <p>17 A. Uh-huh.</p> <p>18 Q. Do you recall if Zuffa provided any logistical</p> <p>19 support for that event?</p> <p>20 A. In terms of?</p> <p>21 Q. Did they help you find the venue?</p> <p>22 A. Yes.</p> <p>23 Q. Did they help you sell tickets?</p> <p>24 A. What do you mean by that?</p> <p>25 Q. Did they -- well, let's strike that question.</p>
<p style="text-align: right;">63</p> <p>1 A. I think I'm going on two years.</p> <p>2 Q. And can you tell me what sort of content, what</p> <p>3 sort of Invicta content gets -- let's back up.</p> <p>4 Does some Invicta content get broadcast on</p> <p>5 Fight Pass?</p> <p>6 A. Yes.</p> <p>7 Q. And Fight Pass is a subscription service that</p> <p>8 UFC runs; is that correct?</p> <p>9 A. Yes.</p> <p>10 Q. Can you tell me what kind of content gets</p> <p>11 broadcast, what kind of -- type of Invicta</p> <p>12 content gets broadcast on Fight Pass?</p> <p>13 A. Yeah, live events.</p> <p>14 Q. And how many live events per year, let's say?</p> <p>15 A. Six to eight, you know. I mean, this year</p> <p>16 will be six.</p> <p>17 Q. How many live events does Invicta typically do</p> <p>18 in a year?</p> <p>19 A. About six. We're looking to do eight this</p> <p>20 year.</p> <p>21 Q. Has Zuffa ever provided any financial support</p> <p>22 for an Invicta event, a live MMA event?</p> <p>23 A. Yeah.</p> <p>24 Q. And can you tell me roughly how many times</p> <p>25 Zuffa has provided financial support?</p>	<p style="text-align: right;">65</p> <p>1 Did they help you determine the price for the</p> <p>2 tickets?</p> <p>3 A. Yes, because I asked for assistance.</p> <p>4 Q. Did they help with advertising for the event?</p> <p>5 A. I believe not, other than on the digital</p> <p>6 platform.</p> <p>7 Q. Was that event broadcast -- when you say the</p> <p>8 digital platform, are you talking about Fight</p> <p>9 Pass?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Was that event broadcast on Fight Pass?</p> <p>12 A. Yes.</p> <p>13 Q. So when you say they advertised on the digital</p> <p>14 platform, do you mean that they did</p> <p>15 promotional ads?</p> <p>16 A. Right, correct.</p> <p>17 Q. For the upcoming event?</p> <p>18 A. Correct.</p> <p>19 Q. And that was the only event that they provided</p> <p>20 that sort of --</p> <p>21 A. Yeah.</p> <p>22 Q. -- financial support for?</p> <p>23 A. Yes.</p> <p>24 Q. And the same for the logistical support,</p> <p>25 helping find a venue?</p>

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<p style="text-align: right;">106</p> <p>1 and all other promotional marketing media</p> <p>2 assets." And then it goes on to describe it</p> <p>3 in detail.</p> <p>4 And I'm going to skip some of that</p> <p>5 detail and drop down to the fifth line from</p> <p>6 the bottom, starting with the words</p> <p>7 "promotional materials." Do you see where I</p> <p>8 am?</p> <p>9 A. Okay.</p> <p>10 Q. All right. So starting there, it says,</p> <p>11 "Promotional materials (including, without</p> <p>12 limitation, master recordings of any features</p> <p>13 developed in connection with the live events,</p> <p>14 fighter biographies, fighter promotional</p> <p>15 photographs, and any promotional materials</p> <p>16 used on or in connection with any fighter</p> <p>17 websites), and any and all information,</p> <p>18 materials, designs, and other content</p> <p>19 contained in, and passwords for, any fighter</p> <p>20 webpages (but not including any source code or</p> <p>21 object code related to such webpages and</p> <p>22 websites.)" Do you see that?</p> <p>23 A. Uh-huh.</p> <p>24 Q. Can you tell me about the fighter webpages?</p> <p>25 Let me rephrase that question. Did Invicta</p>	<p style="text-align: right;">108</p> <p>1 unless sooner terminated in accordance with</p> <p>2 the terms of this agreement." Do you see</p> <p>3 that?</p> <p>4 A. Uh-huh.</p> <p>5 Q. So based on your understanding as a signer of</p> <p>6 this document, the licensing rights that were</p> <p>7 assigned in this document were forever?</p> <p>8 A. Right.</p> <p>9 Q. Okay.</p> <p>10 MR. DURBIN: Objection. Calls for a</p> <p>11 legal conclusion and also misstates the</p> <p>12 language of the document.</p> <p>13 MR. RAYHILL: Good point.</p> <p>14 Q. (By Mr. Rayhill) The -- yeah, the rights that</p> <p>15 were assigned under this contract were</p> <p>16 perpetual. Is that your understanding?</p> <p>17 A. Yeah.</p> <p>18 MR. DURBIN: Unless terminated</p> <p>19 sooner. That's the language of the contract.</p> <p>20 MR. RAYHILL: Fair enough.</p> <p>21 Q. (By Mr. Rayhill) Has the contract been</p> <p>22 terminated?</p> <p>23 A. No.</p> <p>24 Q. I'm done with that document. Thank you.</p> <p>25 (Deposition Exhibit 5 was marked for</p>
<p style="text-align: right;">107</p> <p>1 develop fighter webpages for its fighters?</p> <p>2 A. I mean, we had a website that had the athletes</p> <p>3 up, but they never got any of this stuff. I</p> <p>4 mean, we didn't have passwords for fighter</p> <p>5 pages or any of that kind of stuff, so...</p> <p>6 Q. Well, so do you have an understanding what</p> <p>7 they're referring to there when they refer to</p> <p>8 fighter webpages?</p> <p>9 A. To a degree. I'm thinking what they thought</p> <p>10 was like, you know, if the fighters went up</p> <p>11 and -- you know, we had the athletes up on the</p> <p>12 website and then, like, their bio information,</p> <p>13 stuff like that, but I'm not 100 percent sure.</p> <p>14 But that encompasses a lot of stuff, and I</p> <p>15 never had to give any of that, so...</p> <p>16 Q. I couldn't hear the last part.</p> <p>17 A. I said that paragraph encompasses a ton of</p> <p>18 stuff.</p> <p>19 Q. And you never had to give it?</p> <p>20 A. Yeah, so...</p> <p>21 Q. I see. Okay. Turning to the second page</p> <p>22 ending in 8055, Paragraph 6, it says, "Term</p> <p>23 and Termination," Subparagraph 6.1, Term.</p> <p>24 "The term of this agreement shall commence on</p> <p>25 the effective date and shall be perpetual,</p>	<p style="text-align: right;">109</p> <p>1 identification.)</p> <p>2 A. Yeah.</p> <p>3 Q. (By Mr. Rayhill) You've been handed what's</p> <p>4 been marked as Exhibit 5. It has the Bates</p> <p>5 number INV0764. Do you recognize this</p> <p>6 document?</p> <p>7 A. Uh-huh.</p> <p>8 Q. Can you tell me what it is?</p> <p>9 A. It's an e-mail, a couple of e-mails where I</p> <p>10 reached out to Don Lorenzo about Invicta being</p> <p>11 on Fight Pass, where I sent over some reports</p> <p>12 from the shows that I had done where we</p> <p>13 crashed payroll servers and things like that.</p> <p>14 Q. Okay. So is this an e-mail that you sent and</p> <p>15 received in the ordinary course of business?</p> <p>16 A. What do you mean?</p> <p>17 Q. Is this an e-mail you received as part of your</p> <p>18 work for Invicta?</p> <p>19 A. Yeah, I mean, yeah, I'm soliciting to try to</p> <p>20 get on Fight Pass.</p> <p>21 Q. Okay. So turning to page ending in 766.</p> <p>22 A. Uh-huh.</p> <p>23 Q. In the middle of the page, it's an e-mail from</p> <p>24 you to Dana White and Lorenzo Fertitta. Do</p> <p>25 you see that?</p>

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<p>110</p> <p>1 A. Yeah.</p> <p>2 Q. It says, "Hello, Dana and Lorenzo. I hope</p> <p>3 you're doing well. I spoke with Dana a few</p> <p>4 weeks ago about the possibility of Invicta</p> <p>5 being broadcast exclusively on Fight Pass. I</p> <p>6 would love the opportunity to speak with you</p> <p>7 more regarding Invicta and Fight Pass. I</p> <p>8 really believe it could be a partnership that</p> <p>9 brings great value to both companies and the</p> <p>10 sport." Did you write that?</p> <p>11 A. Yes.</p> <p>12 Q. Can you tell me what you meant by "it could be</p> <p>13 a partnership that brings great value to both</p> <p>14 companies and the sport"?</p> <p>15 A. Yeah, they need content for Fight Pass, and</p> <p>16 Invicta, I think, is a great product to put on</p> <p>17 Fight Pass, so to me that's great value in a</p> <p>18 partnership.</p> <p>19 Q. Okay. All right. Done with that.</p> <p>20 A. We're done?</p> <p>21 Q. All done. Yes, sorry.</p> <p>22 (Deposition Exhibit 6 was marked for</p> <p>23 identification.)</p> <p>24 Q. (By Mr. Rayhill) Okay. You've been handed</p> <p>25 what's been marked as Exhibit 6. It has the</p>	<p>112</p> <p>1 A. Right.</p> <p>2 Q. So -- and that would have involved recording</p> <p>3 the fights in some way; is that correct?</p> <p>4 A. Uh-huh. Yeah, we always record it. We always</p> <p>5 had a truck and record it just like it's being</p> <p>6 aired on television.</p> <p>7 Q. Okay. And just to be clear, you recorded all</p> <p>8 the Invicta events?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And so under the -- well, let's go</p> <p>11 through it. Okay. The top of the document,</p> <p>12 it says "license agreement," and I'll just,</p> <p>13 you know, for the record represent that here</p> <p>14 in the first paragraph, it refers to in the</p> <p>15 second line, refers to Invicta FC as the</p> <p>16 licensor and on the fourth line refers to</p> <p>17 Zuffa, LLC, as the licensee?</p> <p>18 A. Yes, sorry. I'm yawning.</p> <p>19 Q. Not a problem. Okay. Paragraph 1, "Term,"</p> <p>20 starting in the middle of the second line.</p> <p>21 "The term of this agreement shall commence on</p> <p>22 May 1st, 2014, and expire on March 31st,</p> <p>23 2015," in parentheses and quotes, ("Term")."</p> <p>24 Do you see that?</p> <p>25 A. Uh-huh.</p>
<p>111</p> <p>1 Bates number ZFL1227979. Let me know when</p> <p>2 you've had a chance to look it over.</p> <p>3 A. I'm good. I mean, we can just go through it.</p> <p>4 I mean, I haven't seen it in a while, but --</p> <p>5 Q. We are going to go through it. Do you</p> <p>6 recognize this document?</p> <p>7 A. Yeah, yeah.</p> <p>8 Q. Can you tell me what it is?</p> <p>9 A. It's a license agreement.</p> <p>10 Q. Okay. A license agreement with whom?</p> <p>11 A. For Invicta and the UFC Fight Pass.</p> <p>12 Q. Okay. And just generally can you tell me</p> <p>13 what's -- what transpired under this license</p> <p>14 agreement? What did you grant the license --</p> <p>15 first of all, did you grant the license?</p> <p>16 A. Yeah.</p> <p>17 Q. Under this agreement? And what did you grant</p> <p>18 the license for?</p> <p>19 A. To air our live events and for our library to</p> <p>20 be housed on UFC Fight Pass.</p> <p>21 Q. Okay. So let's start with the live events.</p> <p>22 So I believe you testified earlier -- and</p> <p>23 correct me if I'm wrong -- that you had</p> <p>24 broadcast the early Invicta fights on your</p> <p>25 website?</p>	<p>113</p> <p>1 Q. Okay. The Subparagraph (a), "The term may be</p> <p>2 extended in accordance with the following:</p> <p>3 Zuffa shall have the right in its sole</p> <p>4 discretion to two separate one-year extensions</p> <p>5 of the term, parentheses, (each an 'extension</p> <p>6 term')" -- quotations around extension term,</p> <p>7 closed parentheses -- "of this agreement by</p> <p>8 providing written notice to Licensor by no</p> <p>9 later than January 1st, 2015, to extend the</p> <p>10 term for a period," you know, commencing soon</p> <p>11 thereafter, and then another chance to extend</p> <p>12 it. Did Zuffa extend this contract?</p> <p>13 A. Yes.</p> <p>14 Q. Is the contract still in effect?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. Has there been a second extension, or</p> <p>17 are we still on the first extension?</p> <p>18 A. We've modified the agreement, and we're in the</p> <p>19 second -- let's see -- went in in '14; right?</p> <p>20 MR. DURBIN: (Nods head.)</p> <p>21 A. '14, so '15, '16, and, yeah, '17.</p> <p>22 Q. (By Mr. Rayhill) So when you say you modified</p> <p>23 the agreement, can you tell me what you meant</p> <p>24 by that?</p> <p>25 A. There was another document that modified -- or</p>

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<p style="text-align: right;">114</p> <p>1 just increasing the pay.</p> <p>2 Q. Increasing the -- I see.</p> <p>3 A. Yeah, in the licensing fee.</p> <p>4 Q. The licensing fee.</p> <p>5 A. Yeah.</p> <p>6 Q. Thank you.</p> <p>7 MR. RAYHILL: Nick, can I just ask</p> <p>8 with trepidation, did Zuffa produce the second</p> <p>9 licensing, the modified licensing agreement?</p> <p>10 MR. WIDNELL: You know, I don't know</p> <p>11 the answer to that.</p> <p>12 MR. RAYHILL: Let me ask you, can you</p> <p>13 check on it, and if the answer is no, unless</p> <p>14 there's -- you know, if it's outside the</p> <p>15 discovery period or whatever there's a reason</p> <p>16 for not producing it --</p> <p>17 MR. WIDNELL: I don't recall, but</p> <p>18 yeah.</p> <p>19 MR. RAYHILL: And I'll check too.</p> <p>20 Thank you.</p> <p>21 Q. (By Mr. Rayhill) Turning to Paragraph 2,</p> <p>22 "Events," it says, "Zuffa hereby orders from</p> <p>23 the Licensor, and Licensor hereby agrees to</p> <p>24 provide no less than four live professional</p> <p>25 mixed martial arts events under the brand name</p>	<p style="text-align: right;">116</p> <p>1 A. Yeah, it was March 25th.</p> <p>2 Q. Okay. And was that a Pay-Per-View event?</p> <p>3 A. No.</p> <p>4 Q. Or was it included in the subscription?</p> <p>5 A. Yeah.</p> <p>6 Q. Do you have a sense -- a sense of how many</p> <p>7 viewers watched?</p> <p>8 A. No. We don't have -- no, we don't have</p> <p>9 numbers for it. I can just tell by, I mean,</p> <p>10 social media and different things. I mean, we</p> <p>11 went up against March Madness. We turned in</p> <p>12 No. 5 start from the very first fight, packed</p> <p>13 the house. And that's the -- March Madness</p> <p>14 was here in Kansas City, so we must be doing</p> <p>15 something right; right?</p> <p>16 Q. Good for you.</p> <p>17 MR. DURBIN: And it went up against</p> <p>18 the Jayhawk game.</p> <p>19 THE WITNESS: Yeah.</p> <p>20 MR. DURBIN: In Kansas City.</p> <p>21 THE WITNESS: In Kansas City. Yeah,</p> <p>22 we had trending in on the top 10 -- well, top</p> <p>23 5 right out of the gate and stayed that way,</p> <p>24 and we made it up to No. 3 during the Kansas</p> <p>25 game, and, you know, that's worldwide.</p>
<p style="text-align: right;">115</p> <p>1 'Invicta.'" And then it goes on. And then in</p> <p>2 the -- carrying over to the top of the next</p> <p>3 page, the last sentence in that paragraph</p> <p>4 reads, "Zuffa shall have the option to license</p> <p>5 each event produced by licensor during the</p> <p>6 term." So I think you said -- can you tell me</p> <p>7 how many live events Invicta produces per</p> <p>8 year?</p> <p>9 A. Anywhere from six -- yeah, I think the first</p> <p>10 one we started out -- 2014 I think we did</p> <p>11 four, but we're doing six now and hopefully</p> <p>12 eight this year.</p> <p>13 Q. I see, okay. And has Zuffa picked up the</p> <p>14 rights to all of those events?</p> <p>15 A. Yeah, they've -- I mean, I'm their No. 1</p> <p>16 property on Fight Pass, so they've never</p> <p>17 turned down one of them.</p> <p>18 Q. So when you say you're their No. 1 property,</p> <p>19 can you tell me what that means?</p> <p>20 A. Well, it means live events, the most viewers</p> <p>21 watch our content, the Invicta content. We're</p> <p>22 very popular on the platform.</p> <p>23 Q. Good. Do you have a sense, let's say, the</p> <p>24 last -- can you tell me when the last Invicta</p> <p>25 event was broadcast on Fight Pass?</p>	<p style="text-align: right;">117</p> <p>1 Q. (By Mr. Rayhill) Great.</p> <p>2 MR. DURBIN: Of course, K.U. wasn't</p> <p>3 playing very well.</p> <p>4 Q. (By Mr. Rayhill) Thank you for that.</p> <p>5 THE WITNESS: That added note.</p> <p>6 MR. DURBIN: As a bitter Jayhawk fan,</p> <p>7 let me say, K.U. didn't play very well that</p> <p>8 night.</p> <p>9 MR. RAYHILL: All right.</p> <p>10 THE WITNESS: This is the longest</p> <p>11 I've sat in a long time.</p> <p>12 MR. RAYHILL: Sorry.</p> <p>13 THE WITNESS: That's okay. So if I</p> <p>14 just move around a lot.</p> <p>15 MR. RAYHILL: Well, I'll try to just</p> <p>16 skip to the important parts.</p> <p>17 Q. (By Mr. Rayhill) Looking at the top of the</p> <p>18 page ending in 7981, the very top paragraph,</p> <p>19 it's a partial paragraph. The paragraph</p> <p>20 begins on the prior page. It's Paragraph 3.</p> <p>21 It's called "Grant of Rights," and I'm not</p> <p>22 going to read the whole paragraph. I just</p> <p>23 want to read the last sentence, which is at</p> <p>24 the top of 7981.</p> <p>25 And it says, "License period means</p>

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<p style="text-align: right;">218</p> <p>1 comes to all female, you know, I think there 2 was a promotion years -- you know, maybe five, 3 six years ago that threw a few fights here and 4 there, but nothing that's been steady, like 5 what we do at Invicta. 6 Q. And how long have men's MMA promotions been in 7 existence? 8 A. Oh, a long time, long time. I mean, early 9 '90s, maybe sooner. I wasn't involved back 10 then, so... 11 Q. Would you say that women's MMA promoters or 12 the business of promoting MMA fights for women 13 is more of a nascent industry right now? 14 A. Possibly, yeah. 15 Q. At one point I think you were talking about 16 the success of a recent Invicta event, and I 17 think you talked about how it had gone up 18 against March Madness. 19 A. Yeah, pretty cool. 20 Q. When you're competing for eyeballs for an 21 audience, do you compete with Sports Center 22 too? 23 A. I think you're competing with everybody when 24 you're trying to get the eyeballs, you know, I 25 mean, everything, even reality series. You</p>	<p style="text-align: right;">220</p> <p>1 male and female, you know, my mother's -- 2 women love it that are my mom's age, so, yeah, 3 I think it's all over the board. 4 Q. When you're competing for fighters to bring in 5 fighters, which promoters do you compete with 6 to -- when you're trying to sign a fighter? 7 A. Everybody a little bit to a degree, you know. 8 Some are more aggressive. You know, I have 9 more competition with certain ones. You know, 10 can maneuver and do things that are not so 11 nice, but, yeah, you compete a little bit 12 about everybody. Even a little bit with the 13 UFC, even though we're on Fight Pass, there's 14 still going to be an athlete that they see, I 15 see, and we're both going to try to sign the 16 athlete. 17 Q. So if you know that UFC is trying to sign an 18 athlete, that doesn't stop you from trying to 19 sign the athlete? 20 A. Heck, no. I don't put UFC out in my 21 contracts. I'm not a feeder. I -- you know, 22 I really want to make this clear. I run my 23 promotion differently than all the other 24 promotions out there. You know, I can't ask 25 my athletes to fight hard for me if I'm not</p>
<p style="text-align: right;">219</p> <p>1 know, you're trying to get -- but to me, 2 you're kind of competing with everybody that's 3 got something going on that night. 4 Q. Is there a specific demographic that you're 5 targeting? 6 A. Not really. I mean, you've got your typical 7 18 to 35, but you kind of target everybody. 8 We're all over the board. 9 Q. When you were working at Strikeforce, was 10 there a demographic that you were targeting? 11 A. 18-to-35-year-old male. 12 Q. Would that be a difference between your 13 promotion and other promotions that tended to 14 have a focus on men's -- 15 A. Yeah. 16 Q. -- men's MMA promotions? 17 A. Yeah. 18 MR. RAYHILL: Objection, calls for 19 speculation. 20 A. You know, I think that it's pretty standard 21 across the board on the male side of the 22 sport. I think for us, at Invicta, you know, 23 I can look at our audience, and I can see 24 that, you know, 18 to 35, the young kids, the 25 mature -- what I consider mature audience with</p>	<p style="text-align: right;">221</p> <p>1 willing to fight hard for them and give them 2 the opportunities they're looking for. And I 3 assure you, every one of them wants to be in 4 the UFC. You know, it's not like anybody's 5 poaching or anybody's trying to take. This is 6 the dream, you know. 7 Q. When you say that everybody wants to be in the 8 UFC, is that because UFC has restricted the 9 ability of other promoters to compete, or is 10 it because of something unique to the UFC? 11 A. I think it's the Broadway, it's the Q-Tip, 12 it's the Kleenex, it's the big stage that we 13 all look at, you know. This day and age, I 14 mean, there's a lot of options out there these 15 days, a lot of options, a lot more than there 16 were years and years ago, but there are 17 definitely options, and, you know, I don't 18 know why each one wants to, but it's something 19 that's important to them, you know. 20 Q. So my question was is in any way UFC's ability 21 to be attractive to professional MMA fighters 22 a function of UFC doing things to hurt 23 other -- 24 A. No. 25 Q. -- fighters?</p>

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<p style="text-align: right;">222</p> <p>1 MR. RAYHILL: Objection, calls for 2 speculation. 3 A. I mean, no, I don't see that. I mean, I don't 4 see that. 5 Q. (By Mr. Widnell) Has UFC ever done anything to 6 harm Invicta's ability to compete? 7 A. No. Actually, they've been really good, you 8 know, in the business relationship, been 9 really good. Never stopped me, you know -- 10 yeah, I have nothing to complain. If I did, I 11 would tell you. 12 Q. Did UFC ever do anything to harm Strikeforce 13 while you were working at Strikeforce to your 14 knowledge? 15 A. Not that I saw. I mean, you always get that 16 rumor stuff, but never anything that, you 17 know, like a direct shot. 18 Q. Okay. Did UFC ever do anything to your 19 knowledge to harm Affliction while you were 20 working at Affliction? 21 A. Not that, you know, not that I'm -- both 22 companies bickered, but, like I told you 23 before, Todd would get drunk and do things. 24 It wasn't like, you know, I mean... 25 Q. And did UFC to your knowledge do anything to</p>	<p style="text-align: right;">224</p> <p>1 go to Bellator on occasion. Would that be -- 2 would they go and fight for Bellator while 3 they were still under a contract with you? 4 A. Uh-huh, I have a couple that are going to 5 fight over there every once in a while. 6 Q. So are those -- are those fighters who are 7 fighting for Bellator currently under contract 8 with you? 9 A. Yeah, and what they are is, once again, it's 10 that regional thing where Bellator will go 11 into market, maybe one of my athletes are 12 there, so they'll compete on the card and sell 13 tickets or something. 14 Q. Do you regard that as co-promotion? 15 A. No, no. 16 Q. Would you describe yourself as someone who's 17 knowledgeable of the MMA industry? 18 A. Yeah. 19 Q. Is the term "elite professional MMA fighter" 20 widely understood within the MMA industry? 21 MR. RAYHILL: Objection. Calls for 22 speculation. 23 A. Repeat that just so I make sure I have a real 24 grasp of what you're saying. 25 Q. (By Mr. Widnell) Sure. Is the term "elite</p>
<p style="text-align: right;">223</p> <p>1 harm IFC while you worked at IFC? 2 A. No, not that -- 3 MR. RAYHILL: Objection, IFL. 4 THE WITNESS: It's IFL. 5 MR. WIDNELL: I'm sorry, IFL. 6 THE WITNESS: That's okay. 7 Q. (By Mr. Widnell) I think you also -- you spoke 8 about using Jewel fighters. When you have a 9 fighter from Jewel that you use in an event, 10 does that fighter, then, typically go back to 11 fight for Jewel, or do you try to hire that 12 fighter? 13 A. No, I have a contract with them as well, but I 14 also -- they fight, you know, if the 15 opportunity comes there. 16 Q. When a fighter for Jewel fights for you at an 17 event, do you regard that as co-promoting? 18 A. Actually, no. I mean, once again, my 19 definition of co-promoting is more of the 20 billing. You know, that's what I think of is 21 you co-promote it like that, and I don't give 22 any kind of billing. Technically we are. You 23 know, if they have a contract there too, we're 24 co-promoting, but not... 25 Q. And you also spoke about your fighters would</p>	<p style="text-align: right;">225</p> <p>1 professional MMA fighter" widely understood 2 within the MMA industry? 3 A. I would think so. 4 Q. Do you know what that term means? 5 A. I know what I perceive it to mean. I mean, to 6 me an elite professional is one of our 7 top-tier MMA athletes. 8 Q. Do you think that other people would share 9 your perspective of what that term means? 10 MR. RAYHILL: Speculation, objection. 11 A. I mean, the educated, you know, part of the 12 sport, you know, would definitely say that. I 13 mean, a typical fan, I don't know if they'd 14 know the difference if you're an MMA fighter 15 or if you're an elite. 16 Q. (By Mr. Widnell) So using that term, would you 17 say that all UFC fighters are elite 18 professional MMA fighters? 19 MR. RAYHILL: Objection, calls for 20 speculation. 21 A. I would think that most people that compete 22 there, you know, are at a higher level. But 23 in my opinion, you know, it's going to be the 24 A level that I consider to be the elite MMA. 25 Q. (By Mr. Widnell) So if I heard you correctly,</p>

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<p style="text-align: right;">226</p> <p>1 it sounds like from your opinion, not all</p> <p>2 fighters --</p> <p>3 A. No, like I say, it may be that way, but, yeah,</p> <p>4 I don't think all of them are. But that's my</p> <p>5 opinion based on, you know, if you got a new</p> <p>6 guy coming in, is he elite yet? No, I think</p> <p>7 he needs to prove himself a little more. So</p> <p>8 just my opinion.</p> <p>9 Q. All right. Would you say that some of your</p> <p>10 fighters in Invicta are elite MMA professional</p> <p>11 fighters?</p> <p>12 A. Yes.</p> <p>13 Q. Would you say that some Bellator fighters are</p> <p>14 elite professional MMA fighters?</p> <p>15 A. Yeah, I mean, yeah, we all have that A level,</p> <p>16 that top tier. Every promotion has it,</p> <p>17 whatever that is in that promotion, but yeah.</p> <p>18 Q. So would you say regional promoters have elite</p> <p>19 professional MMA fighters?</p> <p>20 A. Well, some, you know. I think that -- I think</p> <p>21 each is going to classify on their own</p> <p>22 promotion that it's elite for them, but, yeah,</p> <p>23 I mean, Bellator and the UFC have -- have the</p> <p>24 highest profile of athletes.</p> <p>25 Q. How about WSOF, would you say they have elite</p>	<p style="text-align: right;">228</p> <p>1 You have to be competitively matched and -- in</p> <p>2 eight fights, could you do it? Sure, if</p> <p>3 you're fighting high-quality fights, but I</p> <p>4 think it's hard to put kind of a gauge on</p> <p>5 that.</p> <p>6 MR. WIDNELL: I think we're done. Do</p> <p>7 you have anything more?</p> <p>8 MR. RAYHILL: Take a five-minute</p> <p>9 break.</p> <p>10 MR. WIDNELL: Sure.</p> <p>11 THE VIDEOGRAPHER: Stand by, please.</p> <p>12 Going off record 3:57 p.m.</p> <p>13 (A recess was taken.)</p> <p>14 THE VIDEOGRAPHER: Resuming record at</p> <p>15 3:58 p.m.</p> <p>16 MR. RAYHILL: Plaintiffs have no</p> <p>17 further questions.</p> <p>18 MR. WIDNELL: Defendants have no</p> <p>19 further questions.</p> <p>20 MR. DURBIN: The witness will read</p> <p>21 and sign, and we will exercise our right to a</p> <p>22 21-day review to mark it confidential or</p> <p>23 highly confidential for attorneys' eyes only</p> <p>24 in different parts of the transcript. Once we</p> <p>25 have that transcript, we'll start that clock.</p>
<p style="text-align: right;">227</p> <p>1 professional MMA fighters?</p> <p>2 A. They've got a couple in there, yeah.</p> <p>3 Q. How about ONE, would you say they have</p> <p>4 elite --</p> <p>5 A. Oh, I forgot about them. Oh, yeah, I forgot</p> <p>6 about that promotion. Yeah, I'd definitely</p> <p>7 say they do. They're doing extremely well.</p> <p>8 Q. How about a promotion like ACD, would you say</p> <p>9 that they have elite professional MMA</p> <p>10 fighters?</p> <p>11 A. I've never even heard from them, but, okay,</p> <p>12 yeah, don't think so. I mean, maybe, what</p> <p>13 they deem, you know.</p> <p>14 Q. If they were -- if they were winning fighters</p> <p>15 from the UFC, would that make you think that</p> <p>16 they might --</p> <p>17 A. If they were what?</p> <p>18 Q. If they were able to win fighters that the UFC</p> <p>19 was also bidding for, would that make you</p> <p>20 think --</p> <p>21 A. Possibly, yeah. I mean...</p> <p>22 Q. How quickly can you become an elite</p> <p>23 professional MMA fighter?</p> <p>24 A. How quickly? Strange -- I mean, you have to</p> <p>25 be able to fight top-tier talent, you know.</p>	<p style="text-align: right;">229</p> <p>1 THE VIDEOGRAPHER: Stand by, please.</p> <p>2 End time 3:58 p.m.</p> <p>3</p> <p>4 (Time Noted: 3:58 p.m.)</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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<p>1 STATE OF _____)</p> <p>2) :ss</p> <p>3 COUNTY OF _____)</p> <p>4</p> <p>5</p> <p>6</p> <p>7 I, SHANNON KNAPP, the witness</p> <p>8 herein, having read the foregoing</p> <p>9 testimony of the pages of this deposition,</p> <p>10 do hereby certify it to be a true and</p> <p>11 correct transcript, subject to the</p> <p>12 corrections, if any, shown on the attached</p> <p>13 page.</p> <p>14</p> <p>15 _____</p> <p>16 SHANNON KNAPP</p> <p>17</p> <p>18</p> <p>19</p> <p>20 Sworn and subscribed to before</p> <p>21 me, this _____ day of</p> <p>22 _____, 2017.</p> <p>23</p> <p>24 _____</p> <p>25 Notary Public</p>	<p>1 INSTRUCTIONS TO WITNESS</p> <p>2</p> <p>3 Please read your deposition over carefully</p> <p>4 and make any necessary corrections. You should state</p> <p>5 the reason in the appropriate space on the errata</p> <p>6 sheet for any corrections that are made.</p> <p>7 After doing so, please sign the errata sheet</p> <p>8 and date it.</p> <p>9 You are signing same subject to the changes</p> <p>10 you have noted on the errata sheet, which will be</p> <p>11 attached to your deposition.</p> <p>12 It is imperative that you return the original</p> <p>13 errata sheet to the deposing attorney within thirty</p> <p>14 (30) days of receipt of the deposition transcript by</p> <p>15 you. If you fail to do so, the deposition transcript</p> <p>16 may be deemed to be accurate and may be used in court.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p>1 C E R T I F I C A T E</p> <p>2</p> <p>3 I, Kay L. Merley, a Certified Court</p> <p>4 Reporter of the State of Missouri, do hereby</p> <p>5 certify:</p> <p>6 That prior to being examined, the witness</p> <p>7 was first duly sworn;</p> <p>8 That said deposition was taken down by me</p> <p>9 in shorthand at the time and place hereinbefore</p> <p>10 stated and was thereafter reduced to typewriting</p> <p>11 under my direction;</p> <p>12 That the foregoing transcript is a true</p> <p>13 record of the testimony given by said witness;</p> <p>14 That I am not a relative or employee or</p> <p>15 attorney or counsel of any of the parties or a</p> <p>16 relative or employee of such attorney or counsel</p> <p>17 or financially interested in the action.</p> <p>18 Witness my hand and seal this 25th day of</p> <p>19 April, 2017.</p> <p>20</p> <p>21</p> <p>22</p> <p>23 Kay L. Merley</p> <p>24 Missouri Supreme Court</p> <p>25 Certified Court Reporter, #822</p>	<p>1 E R R A T A</p> <p>2</p> <p>3</p> <p>4</p> <p>5 I wish to make the following changes,</p> <p>6 for the following reasons:</p> <p>7</p> <p>8 PAGE LINE</p> <p>9 _____ CHANGE: _____</p> <p>10 REASON: _____</p> <p>11 _____ CHANGE: _____</p> <p>12 REASON: _____</p> <p>13 _____ CHANGE: _____</p> <p>14 REASON: _____</p> <p>15 _____ CHANGE: _____</p> <p>16 REASON: _____</p> <p>17 _____ CHANGE: _____</p> <p>18 REASON: _____</p> <p>19 _____ CHANGE: _____</p> <p>20 REASON: _____</p> <p>21</p> <p>22</p> <p>23 _____</p> <p>24 WITNESS' SIGNATURE DATE</p> <p>25</p>

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